

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re

Chapter 11

GENERAL MOTORS CORP., et al.

Case No. 09-50026 (REG)

Debtors.

(Jointly Administered)

**OBJECTIONS OF CONTEYOR MULTIBAG SYSTEMS, NV
TO PROPOSED CURE AMOUNTS**

conTeyor Multibag Systems, NV ("conTeyor"), vendor master ID number 374331353, by and through its attorneys, Williams, Williams, Rattner & Plunkett, P.C., respectfully submits this objection to cure amounts proposed by the Debtors with respect to certain supply agreements for the following reasons:

1. conTeyor is involved in the design, manufacturing and sale of packaging solutions, primarily used in the automobile industry.
2. conTeyor received a Second Notice Regarding Notice of Debtors' Intent to Assume and Assign Additional Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Non-Residential Real Property and cure amounts related thereto.¹ As directed by the Second Notice, conTeyor accessed the website to determine which agreements were designated for assumption and assignment and the Debtor's proposed cure amounts.

¹ conTeyor never received the first notice which was purportedly served in early June 2009 while the second notice was purportedly served in mid-July. However, the June notice was never sent to anyone in conTeyor's management, but instead to an address that contained incorrect information in Mexico, and, as a result of the deficient notice, conTeyor did not learn of the notice until the initial time to object had elapsed. After conTeyor contacted the call center on numerous occasions, the July notice was sent to the address of conTeyor's attorney, rather than the address contained in the first notice, who recently received it.

3. The Debtors do not believe that there are any amounts due to conTeyor. However, conTeyor's records show that the following pre-petition invoices and amounts are unpaid and still owing on the proposed assumable contracts.

<u>GM Contract ID #</u>	<u>Cure Amount</u>
TCS 16949	\$ 3,157.00
	359,989.00
	<u>56,825.10</u>
	\$419,971.10
TCS 20305	\$ 2,007.16
TCS 19480	\$ 3,996.21

The proposed cure amounts as alleged by the Debtors are incorrect and although conTeyor has no objection to the assumption and related assignment of the contracts, upon payment of the proper cure amount, conTeyor does object to the proposed cure amounts.

4. conTeyor expressly reserves the right to make such other and further objection and claims as may be appropriate and amend, modify or supplement this objection to proposed cure amounts, including, without limitation, to assert that an amount greater than that set forth is due conTeyor under the contracts.

WHEREFORE, conTeyor respectfully requests that this Court:

- a. enter an order requiring the Debtors to pay no less than \$425,974.47 to conTeyor; and,
- b. grant such other and further relief as this Court deems just and proper.

/s/ Gary A. Hansz

Williams, Williams, Rattner & Plunkett, P.C.
Attorney for conTeyor Multibag Systems, NV
380 N. Old Woodward Ave., Ste. 300
Birmingham, MI 48009
(248) 642-0333; gah@wwrplaw.com
P44956